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8-087A114

RECORDATION NO. 8740-5 Filed & Recorded Date MAR 28 1978

MAR 28 1978 12 25 PM Fee \$

INTERSTATE COMMERCE COMMISSION ICC Washington, D. C.

March 24, 1978

Dear Sir:

Pursuant to Section 20c of the Interstate Commerce Act and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Itel Corporation for filing and recordation six copies of the following document:

Amendment Agreement dated as of February 15, 1978, between First Security State Bank, as Trustee, and Itel Corporation, acting through its Rail Division.

The names and addresses of the parties to the aforementioned document are as follows:

(1) Lessee:

Itel Corporation,
Rail Division,
Two Embarcadero Center,
San Francisco, California 94111.

(2) Trustee-Lessor:

First Security State Bank,
Main Street at Broadway,
Salt Lake City, Utah 84111.

The Amendment submitted with this letter amends certain provisions of a Lease of Railroad Equipment (No. 6) dated

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CERTIFICATION UNIT

as of August 15, 1977, between First Security State Bank and SSI Rail Corp. which at such date was a wholly owned subsidiary of Itel Corporation and which was merged into Itel Corporation as of December 30, 1977. Said Lease of Railroad Equipment was filed with the Interstate Commerce Commission on August 17, 1977, and assigned recordation number 8940-A.

Please file and record the Amendment submitted with this letter, assigning it recordation number 8940 with the next available suffix, and cross-index said Amendment under the names of the parties thereto and the name of The Corinth & Counce Railroad Company which is the sub- lessee of the railroad equipment hereinafter mentioned.

The equipment covered by the Amendment consists of the following:

One hundred (100) 70-ton 50'6" Boxcars, AAR Designation XM, bearing Road Numbers CCR 6290-6389, both inclusive.

There is also enclosed a check for \$10 payable to the Interstate Commerce Commission, representing the fee for recording the Amendment pursuant to 49 CFR 1116.1.

Please stamp all six copies of the enclosed document and the three attached copies of this transmittal letter with your official recording stamp. You will wish to retain two copies of the document and the original of this transmittal letter for your files. It is requested that the remaining copies of the document and the three copies of this transmittal letter be delivered to the bearer of this letter.

Very truly yours,

William R. Giusti

William R. Giusti

Office of the Secretary,
Interstate Commerce Commission,
Washington, D.C. 20423

Encls.
27N
BY HAND

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

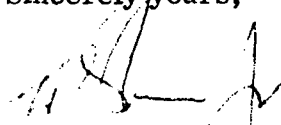
3/28/78

William R. Giusti
Cravath, Swaine & Moore
One Chase Manhattan Plaza
New York, N.Y. 10005

Dear

Sir:
The enclosed document(s) was recorded pursuant to the
provisions of Section 20(c) of the Interstate Commerce Act,
49 U.S.C. 20(c), on **3/28/78** at **12:05pm**,
and assigned recordation number(s)

8940-E, 8457-Z & 8781-D
Sincerely yours,


H.G. Homme, Jr.
Acting Secretary

Enclosure(s)

SE-30-T
(6/77)

RECORDATION NO. *8940-E* Filed & Recorded

MAR 28 1978 -12 25 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT (hereinafter called this AGREEMENT) dated as of February 15, 1978, between FIRST SECURITY STATE BANK, not in its individual capacity but solely as Owner-Trustee (hereinafter called the Owner-Trustee), under a Trust Agreement dated as of August 15, 1977, with DIAL LEASING CORPORATION, and ITEL CORPORATION, a Delaware corporation (hereinafter called ITEL), acting through its Rail Division, to Lease of Railroad Equipment (No. 6) dated as of August 15, 1977 (hereinafter called the Lease).

WHEREAS the Owner-Trustee and SSI Rail Corp. (hereinafter called SSI) have heretofore executed and delivered the Lease, pursuant to which units of railroad equipment are being leased from the Owner-Trustee;

WHEREAS the Lease was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on August 17, 1977, at 10:30 a.m., and assigned recordation number 8940-A;

WHEREAS SSI has been merged into ITEL as of December 30, 1977, and, pursuant to an Amendment Agreement and Assumption dated as of December 15, 1977 (hereinafter called the Assumption Agreement), between ITEL and the Owner-Trustee,

the Lease has been amended and ITEL has assumed the due and punctual performance and observance of all of the terms, covenants and agreements of and the due and punctual payment of all amounts payable under the Lease in like manner as if named therein in lieu of SSI;

WHEREAS the Assumption Agreement was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on January 3, 1978, at 4:30 p.m., and assigned recordation number 8457-0; and

WHEREAS the Owner-Trustee and ITEL intend to amend the Lease as hereinafter provided;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is hereby acknowledged, the Owner-Trustee and ITEL hereby agree as follows:

1. § 3 of the Lease is hereby amended by deleting therefrom the third sentence in its entirety and substituting therefor the following:

"The next 56 quarterly rental payments shall each be in an amount equal to 2.5393% of the Purchase Price of each Unit subject to this Lease on the date of such payment; and the final 4 quarterly rental payments shall each be in an amount equal to 2.53967% of the Purchase Price of each Unit subject to this Lease on the date of such payment."

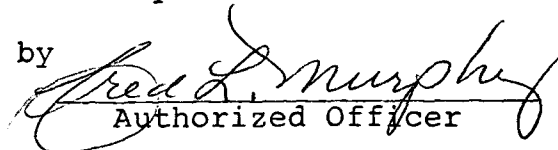
2. ITEL will cause this Agreement to be filed and recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act, and will furnish to the Owner-Trustee and to First Security Bank of Utah, National Association, as trustee (hereinafter called the Trustee), an opinion of counsel for ITEL with respect thereto satisfactory to the Owner-Trustee and the Trustee, as provided in § 15 of the Lease.

Although for convenience this Agreement is dated as of the date first above written, the actual date or dates of execution hereof by the parties hereto is or are, respectively, the date or dates stated in the acknowledgments hereto annexed.

IN WITNESS WHEREOF, the Owner-Trustee and ITEL have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective seals, duly attested, to be hereunto affixed as of the date first above written.

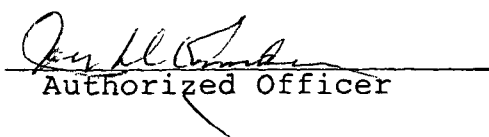
FIRST SECURITY STATE BANK,
not in its individual capacity
but solely as Owner-Trustee,

by


Authorized Officer

[Seal]

Attest:

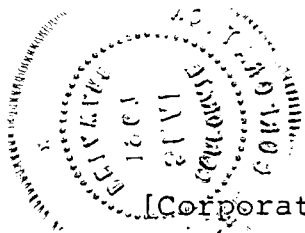

Authorized Officer

ITEL CORPORATION,
Rail Division,

by

Edward R. Schneider

Vice President,
Rail Division



[Corporate Seal]

Attest:

David N. Kuhn
Asst. Secretary

STATE OF UTAH,)
) ss.:
COUNTY OF SALT LAKE,)

On this 17 day of March 1978, before me personally appeared Fred J. Murphy, to me personally known, who, being by me duly sworn, says that he is an Authorized Officer of FIRST SECURITY STATE BANK, that one of the seals affixed to the foregoing instrument is the seal of said bank, that said instrument was signed and sealed on behalf of said bank by authority of its By-Laws, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

Verna J. Quatacker
Notary Public

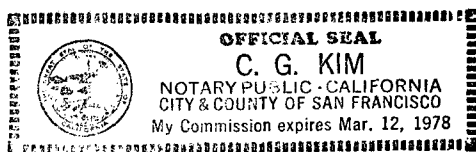
My Commission Expires November 15, 1981

[Notarial Seal]

My Commission expires:

STATE OF CALIFORNIA,)
) ss.:
COUNTY OF SAN FRANCISCO,)

On this 10th day of March 1978, before me personally appeared EDWARD P. SCHNEIDER, to me personally known, who, being by me duly sworn, says that he is a Vice President of ITEL CORPORATION, Rail Division, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



C. H. Kim
Notary Public

[Notarial Seal]

My Commission expires: 3.12.78